

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 32**

MERISTAR MANAGEMENT COMPANY, LLC
D/B/A HILTON NEWARK/FREMONT ¹

Employer

and

Case No. 32-RC-4837

INTERNATIONAL UNION OF OPERATING
ENGINEERS, STATIONARY ENGINEERS,
LOCAL 39

Petitioner

DECISION AND DIRECTION OF ELECTION

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, as amended, a hearing was held before a hearing officer of the National Labor Relations Board; hereinafter referred to as the Board.

Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its authority in this proceeding to the undersigned. Upon the entire record in this proceeding, the undersigned finds: ²

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

2. The parties stipulated and I find that the Employer is a Delaware corporation, which is engaged in the operation of a hotel facility located in Newark/Fremont, California. During the last 12 months, the Employer received gross revenues in excess

¹ The Employer's name appears as amended at the hearing.

² The Employer and the Petitioner filed timely briefs, which have been duly considered.

of \$500,000 and purchased and received goods valued in excess of \$5,000 which originated from suppliers located outside the State of California. Accordingly, I find that the Employer is engaged in commerce within the meaning of the Act, and it will effectuate the purposes of the Act to assert jurisdiction herein.

3. The parties stipulated, and I find, that the Petitioner is a labor organization within the meaning of Section 2(5) of the Act.

4. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c) (1) and Section 2(6) and (7) of the Act.

5. The Petitioner seeks to represent all full-time and regular part-time facility maintenance employees employed by the Employer at its Newark/Fremont, California facility. The Employer contends this unit is not appropriate and asserts that the unit should include all front desk employees, housekeeping employees and maintenance employees.³ Furthermore, the Employer takes the position that the chief engineer should be excluded from the unit as a supervisor within the meaning of Section 2(11) of the Act. Contrary to the Employer, Petitioner contends that the chief engineer is an employee who should be included in the unit.

THE FACTS

The Employer operates a hotel in Newark/Fremont, California. The hotel is named the Hilton Newark/Fremont, pursuant to a franchise agreement with the Hilton Corporation. The Hilton Newark/Fremont is a full-service 7-story hotel with 312 rooms,

³ Alternatively, the Employer seeks a unit of food and beverage employees, maintenance employees, housekeeping employees and front desk employees.

a restaurant, banquet facilities, a pool, a garden area, a fitness room and a spa. The Employer employs approximately 210 employees plus about 15 supervisors.

The Employer has established an executive committee, composed of the general manager, financial controller, the rooms division manager, the director of sales, the food and beverage manager, and the human resources director. The executive committee, which meets twice a month, addresses a wide variety of hotel issues and assists and supports the general manager and his decisions. In the executive committee meetings, recommendations are made to the general manager concerning various matters, including employee promotions, salary increases and employee of the year awards. The recommendations concerning these employee issues originate with the respective department supervisors.

The human resources director and the applicable department supervisor review applications and one or both will interview applicants. They make a recommendation to the division manager of the supervisor, and the division manager makes the decision whether to hire the applicant. The human resources director also conducts a one-day orientation program for new employees. New employee training is conducted by the respective department supervisors and by experienced employees. Department supervisors also are responsible for recommending disciplinary action to their respective division managers and the human resources director, who make the final decision.

The rooms division manager is responsible for three departments, front desk, housekeeping and maintenance, and the managers of these three departments report to the rooms division manager.

The chief engineer is in charge of the maintenance department, which consists of 1 assistant chief engineer, 6 maintenance employees and 1 groundskeeper. Unlike the others in the maintenance department, the chief engineer is salaried and is paid considerably more than the other employees in the department; has a private office; and attends meetings with the other department supervisors. The chief engineer does maintenance work, makes job assignments, assigns newly hired employees to “shadow” particular experienced employees during the new employees’ first two weeks of employment, approves overtime, approves vacation requests and sick leave requests, sends employees home if they are ill, evaluates employees, and, if needed, calls employees to report to work. Through the evaluation process, the chief engineer does not have the authority to effectively recommend the amount of the wage increases his employees will receive, but he does possess the authority to effectively recommend which maintenance employees will receive a wage increase. The chief engineer participates in interviews of applicants for maintenance department positions; however, it does not appear that he has the authority to effectively recommend the hiring of the applicants. The chief engineer does not make job assignments nor exercise authority over employees of any department other than the maintenance department.

The maintenance department has a workshop and lockers for the maintenance employees. Employees in other departments have lockers located elsewhere in the hotel. The door to the maintenance department area is locked, and only supervisors and maintenance department employees have keys for that door. The maintenance department has a separate departmental budget. The employees in the maintenance department wear different colored uniforms than other employees in the hotel, and they

are the only employees who have their names stitched on their uniforms. The wages for the maintenance department are between \$9.45 and \$18.00 an hour; however, only the groundskeeper earns less than \$11.00 per hour. Maintenance department employees are on duty at the hotel during the period from 6:00 a.m. to midnight, 7 days a week.

The job description for maintenance department employees states that they are to perform tasks related to various trades, including carpentry, painting, plumbing, etc., and states that the employees are to have basic experience in these areas. According to the testimony at the hearing, applicants are not required to have any certifications or particular prior craft experience. Similarly, maintenance department employees are also not required to take classes or secure certifications; although two employees have certifications relating to heating ventilation and air conditioning work. New employees are trained by the Chief Engineer, who also assigns the new employees to “shadow” particular experienced engineers for about their first two weeks of employment.

Generally, maintenance department employees do not perform highly technical work, such as, major repairs of boilers, plumbing, washing machines, the electrical system, kitchen equipment, laundry equipment, the sprinkler system, the music system, elevators, fitness equipment and air conditioning units. Much of that equipment is serviced or repaired pursuant to warranty or service contracts with the companies that sold the items to the Employer. For complicated repairs not covered by such contracts, the Employer uses outside service and repair contractors.

The maintenance department employees do perform a variety of repair and maintenance work, and most of the type of work they perform is not done by employees

in other departments. For example, the maintenance department employees replace cut appliance cords; replace broken light switches; glue broken furniture; “glue” or tighten pipe joints that are leaking; replace thermostats; paint walls if damaged; open refrigerator compressor to see if it is inoperative due to a fuse or switch problem; monitor the temperature of the pool; spa and refrigerators; clean, and adjust the chemical levels for, the pool and spa; do pest control; replace damaged televisions; change belts on vacuum cleaners; fix toilet seats; replace broken coffee makers, hair dryers and television sets; pick up trash outside the hotel; water plants outside the hotel; check air conditioners; drive a fork lift; and unclog toilets with a plunger or hand snake. The maintenance employees are also expected to be able to operate the equipment in the department’s shop area, which includes a power saw, drill press, drill and grinder. In addition, the maintenance employees regularly check the temperature of the air handlers, chillers, compressors, ice machines, walk-in coolers, freezers, boilers and pumps.

The Employer has a preventive maintenance program whereby one maintenance employee inspects 3 rooms daily to make sure that each of about 25 items is in working order and repairs or replaces any defective items, such as lamps, switches, outlets, faucets, air filters, furniture, wall covering, caulking and grouting. In addition, the Employer has a deep cleaning program whereby a maintenance and housekeeping employee deep clean three rooms daily. Specifically, this means all the furniture is dusted and polished, the windows are washed, the mattresses are rotated, the caulking is redone, the bathtub is scrubbed and the carpet is shampooed. Of these tasks, maintenance and housekeeping employees assist each other in rotating the mattresses,

and the maintenance employee holds the ladder while the housekeeping employee cleans the higher portions of the windows. Employees from either department may shampoo the carpet; however, it is not clear how frequently a maintenance employee does this work. Housekeeping employees dust and polish the furniture and scrub the bathroom, and maintenance employees do the caulking. Apparently, on some occasions, the maintenance employees assist in scrubbing the bathroom; however there is no evidence of how frequently they do so.

The maintenance department is often informed of repair problems through the “Guest Service Hotline.” In that system, after a guest calls the front desk and complains about a problem, the front desk contacts either maintenance or housekeeping to take care of the problem. The housekeeping department is usually called to resolve those problems involving toiletries, sheets, towels and coffeepots, the maintenance department is called if the problems involve the repair of items in the room.

The housekeeping department consists of 38 room attendants, 6 housepersons and 6 laundry attendants. All of these employees report to the executive housekeeper. Their wages are between \$7.25 and \$10.00 an hour, plus tips of about \$2.00 an hour. There are housekeepers on duty between the hours of 8:00 a.m. to 1:00 a.m., 7 days a week. The main duties of the housekeeping employees are to clean the rooms, the lobby and other areas of the hotel and to wash the linens and towels. In addition to their regular cleaning duties, some housekeeping employees participate in the above described deep cleaning program. Moreover, as they clean the rooms, housekeeping employees occasionally perform some of the same tasks as maintenance employees, such as changing light bulbs, removing leaves and debris from entrances, replacing

coffeepots and unclogging toilets with a plunger (by the housepersons). The housekeeping employees also report any items requiring repair to the maintenance department.

The front desk department consists of 6 front desk clerks, 3 reservation clerks, 11 bell staff, 2 concierges and 5 PBX operators. All of these employees report to the front desk manager and assistant front desk manager. Their wages are between \$9.00 and \$15.80 an hour for non-tipped employees, and between \$8.00 and \$10.40 an hour for tipped employees. The bell staff and concierges can earn up to \$6.00 to \$7.00 an hour in tips. There is always a front desk employee on duty. The main duties of the front desk clerks are to check-in and check-out guests, respond to guests' requests and answer the telephone. The bell staff's duties are to load, retrieve and carry guests' luggage to and from rooms, greet guests and transport guests in the hotel van. The concierges' duties consist of providing information on a variety of matters, such as airlines, restaurants and churches, to guests. The reservation agents handle guest reservations. The PBX attendants' duties are to answer the telephone and to re-direct the telephone calls to the guests or appropriate department.

The food and beverage department consists of three areas, the kitchen, the restaurant and the banquet area. Managers of each area report to the food and service director. The kitchen consists of 15 cooks and 8 stewards, who are paid, on average, between \$7.00 and \$16.00 an hour. The restaurant has 8 hosts, 7 restaurant servers, 9 bar servers, and 6 room service servers, and the banquet area has 3 banquet captains, 20 banquet servers, 7 banquet set-up persons and 3 banquet bartenders. The hosts, who are not tipped employees, earn between \$7.00 and \$10.00 an hour. The tipped

employees earn between \$6.25 and \$10.00 an hour, plus they may earn up to \$2.50 to almost \$7.00 an hour in tips. Banquet employees receive their tips from the Employer, based on the service charges the Employer charges the client. The banquet employees receive from about \$6.50 to \$10.00 per hour in these service charge/tips. The record does not indicate the number of hours per week that banquet employees work for the Employer. Food and beverage employees are on duty in the hotel between the hours of 6:00 a.m. to 2:00 a.m.

All employees receive the same fringe benefits. Furthermore, all of the employees use a common entrance to enter the hotel, park in a common parking lot, use the same time clock and service elevator, eat in an employee cafeteria, where meals are free, and attend monthly employee meetings and biannual parties. In calendar year 2000, between 15 and 20 employees were transferred from one department to another. Of these 15 to 20 transfers, only one involved an employee transferring to the maintenance department from the housekeeping department, and none of the transfers involved an employee transferring out of the maintenance department.

The Petitioner asserts the prevailing pattern of bargaining in the San Francisco-Oakland-San Jose, California area is to have separate units for maintenance employees (or engineering employees). At the hearing, Don Vincent, the Petitioner's District representative, testified that the Petitioner's jurisdiction includes the San Francisco-Oakland-San Jose area⁴, as well as other areas in Northern California and parts of Nevada. Vincent also testified that Petitioner represents units of maintenance/engineer

employees only at approximately 45 hotels in the Bay Area. The Petitioner placed in evidence a list of those units, which showed 43 such hotels in the Bay Area, and it placed into evidence the collective bargaining agreements for three of these hotels.⁵

The Employer offered the testimony of Paul Hoyle, the general manager of two hotels in San Jose. He testified that at those two hotels, the maintenance employees are included in a bargaining unit with other hotel employees represented by the Hotel Employees and Restaurant Employees.

ANALYSIS

In resolving unit issues such as the one presented in this case, the Board does not require that a proposed bargaining unit be the most appropriate unit, only that it be an appropriate unit. *Dinah's Hotel*, 295 National Labor Relations Board 1100 (1989). To determine whether the petitioned-for unit is an appropriate unit, I must apply the Board's established community of interest analysis, wherein a number of factors are considered including distinctions in functions and skills of particular employee groupings, the extent of interaction and interchange, organizational structure/separate supervision, wages, and benefits. *Sheraton-Anaheim Hotel*, 252 NLRB 959 (1980);

⁴ San Francisco, Oakland and San Jose are all located within about 20 to 35 miles from the Hilton Newark/Fremont. These cities and the cities located between these cities will be referred to herein as the Bay Area.

⁵ When the Petitioner filed its brief, it attached certain pertinent pages from 35 of the collective bargaining agreements it has with hotels in the Bay Area. The proffered documents show the names of the respective hotels and the scope of the bargaining unit for each of the 35 hotels. The Petitioner requests that the Regional Director take administrative notice of these bargaining units. The Employer filed a Motion to Strike the Documents because the Petitioner did not introduce them at the hearing when the Hearing Officer requested the Petitioner to introduce all of its area collective bargaining agreements into evidence, and because the documents are not appropriate for administrative notice in that the information in those documents is not "generally known". I am sustaining the Employer's motion. I am also refusing to accept the proffered documents as late filed Exhibits. Even though this evidence is essentially to corroborate the testimony of Don Vincent, Petitioner did not formally seek permission during the hearing to submit late filed exhibits and has given no reason why the proffered exhibits could not have been submitted during the hearing.

Kalamazoo Paper Box Corp., 136 NLRB 134 (1962). Additionally, in the hotel industry, it is necessary to consider whether there is a “prevailing area-wide pattern of bargaining” for an overall unit of hotel employees or separate units. *Omni International Hotel*, 283 NLRB 475 (1987).

Although the employees in the maintenance department may not be highly trained and are not required to have highly developed skills, there does appear to be a clear difference in function between the work performed by the maintenance department employees and that performed by the employees in other departments. Specifically, the maintenance employees are in charge of the maintenance and repair of numerous items inside the hotel, including refrigerator compressors, closet doors, light switches, electrical cords, faucets, leaking pipes, drapes, and air conditioners. Furthermore, the maintenance employees regularly check and maintain the temperature and working condition of numerous large appliances, and they are responsible for watering the outdoor plants, cleaning the pool and spa and maintaining the appropriate chemical levels in the pool and spa. The maintenance department employees also operate power tools, hand tools and a fork lift. No other employees regularly perform these duties or comparable duties, certainly not the front desk employees and food and beverage employees. The housekeeping employees do occasionally perform some of the least demanding maintenance department duties, such as changing light bulbs; replacing broken hair dryers and coffee pots; and unclogging toilets with a plunger. However, the evidence does not establish that these tasks are a regular or significant part of their duties. Similarly, maintenance employees do perform a few housekeeping duties while helping with the deep cleaning of guest rooms; for example, they regularly

help rotate mattresses, and on some occasions they clean a bathroom floor, clean windows and shampoo carpets. The evidence does not establish that these housekeeping tasks are a significant part of the housekeepers' duties. Although most of the maintenance department assignments do not require high levels of skill, a significant portion of their assignments do require some degree of technical skills, and many of their assignments require noticeably greater technical skills than those required of the employees in the housekeeping department. Thus, the maintenance department employees' duties and skills are distinct from those of the employees in other departments.

Concerning interchange, the Employer showed only one employee who permanently transferred into the maintenance department in the last year; that employee had been in the housekeeping department. Furthermore, no employees temporarily transferred into the maintenance department. Thus, there is not a high degree of interchange.

The record establishes that there is some ongoing interaction between maintenance employees and housekeeping employees and some interaction between maintenance employees and front desk employees. Much of the interaction is necessitated by the business of running a hotel and is for short periods of time. Notwithstanding these incidents of interaction, the record also shows that maintenance department employees have distinct uniforms and are the only employees who have their names sewn on their uniforms. Maintenance employees have their own workshop and locker area. That work/locker area is locked, and only maintenance employees and supervisors have access to that area. The Employer supplies the tools for the

maintenance employees, who are the only employees who utilize tools. Thus, despite the incidents of interaction between maintenance department employees and employees in the housekeeping and front desk departments, the maintenance department employees still maintain a sufficiently separate group identity.

Although the Employer does have centralized overall supervision through the general manager and the executive committee, each department, including the maintenance department, does have its own front line supervisor, and it is the front line supervisor who has the primary contacts with the employees.

Although the employees share common fringe benefits, their wages do vary in type and amount. The maintenance department employees have the highest starting and ending wage rates, \$9.45 and \$18.00, and they do not receive tips. The employees who have the most contact with the maintenance department employees are the employees in the housekeeping and front desk departments. Their wage rates begin at \$7.25 and \$9.00 an hour, respectively, and their highest rates are \$10.00 and \$15.80 an hour, respectively. The only employees in the housekeeping and front desk departments who will, at least for some periods, earn more per hour than any of the maintenance employees are the concierges in the front desk department. These employees have unique skills and contacts and it is their success in earning tips that determines whether they will be paid as high or higher than the maintenance department employees. Similarly, the banquet captains will on average earn more per hour than the highest paid maintenance department employee. That high hourly rate, however, is due to the approximately \$10.00 per hour tip/service charge payment the banquet captains receive. Also, as noted, the record does not show that these

employees work a full time schedule as do the maintenance department employees. Thus, the record supports the conclusion that there is a meaningful distinction between the wages of maintenance employees and the wages/tips of employees in the other departments.

As shown above, the Petitioner established that the Bay Area has a pattern of collective-bargaining whereby the engineering (maintenance) employees at hotels are in separate bargaining units, and there is no evidence that any one is seeking to represent these employees in a broader unit..

In *Omni International Hotel, supra*, a case that is similar to the present case, the Board held that the engineering employees constituted a separate appropriate unit wherein they were separately supervised, possessed unique job skills, earned the highest wage rates, did not receive tips (unlike most of the other employees), did not have any transfers to or from the department and assisted other employees at the hotel on a sporadic basis. Furthermore, the area-wide pattern of bargaining favored separate engineering department bargaining units. Similarly, in *Sheraton-Anaheim, supra* at 961, the Regional Director, whose decision was affirmed by the Board, concluded that a separate engineering department unit was appropriate. In reaching that conclusion, the Regional Director specifically noted that, while none of the engineering department employees may be highly skilled, there appears to be a clear difference at least in function as between those employees and the employees in the other departments. Other factors found to support the separate unit were separate supervision of the engineering department employees, the rarity of transfers into that

department and the absence of a clear pattern of broader bargaining units in other hotels in the local area.

In *Hilton Hotel Corp.*, 287 NLRB 359 (1987), the Board also found a petitioned-for unit of engineering department employees to be an appropriate unit. Specifically, the Board found the engineering department employees earned the highest wage rates, possessed special skills and training, and had separate immediate supervision and a separate shop. Concerning maintenance employees performing work with non-maintenance employees, the Board stated:

(T)he record sets forth a number of instances in which engineering department employees have worked alongside non-engineering department employees and that it reveals that some non-engineering department employees on occasion have performed maintenance type work. Again, these factors are not substantially different from those present in *Sheraton-Anaheim Hotel*, (252 NLRB 959 (1980)), in which engineering department employees "often worked alongside" other employees. We agree with the Regional Director that certain common endeavors which occur between engineering department employees and employees in the kitchen, housekeeping, security, and other departments do not obliterate the clear functional distinction between the essentially maintenance and repair duties of the engineering department employees and the duties required of, and performed by, non-engineering department employees.

Id. at 360.

The Employer's cases, in favor of a broader bargaining unit, are distinguishable from the case at bar. In *Holiday Inn-Atlanta Northwest*, 214 NLRB 930 (1974), *Holiday Inn Southwest*, 202 NLRB 781 (1973), *Holiday Inn Alton*, 270 NLRB 1405 (1984), and *Holiday Inn-Pittsburgh*, 214 NLRB 651 (1974), the Board found a broader unit was an appropriate unit because the employees' jobs greatly overlapped. In the *Holiday Inn-Atlanta* case, the front desk employees were included in a unit with other hotel employees because front desk employees worked in the restaurant, inspected the rooms and cleaned the front desk area on a daily basis. In *Holiday Inn Southwest and*

Holiday Inn Alton, supra, the Board found the petitioned-for unit of housekeeping employees was inappropriate because bellmen, front desk employees and maintenance employees performed the same tasks as housekeeping employees and housekeeping employees possessed no special skills. In *Holiday Inn-Pittsburgh*, supra, the porters and desk clerks regularly performed each other's jobs; thus, the Board found the desk clerks should be included in an appropriate unit with the porters and maids. In *Atlanta Hilton*, 273 NLRB 87 (1984), and *Ramada Beverly Hills*, 278 NLRB 691 (1986), the Board found an appropriate unit to include all hotel employees because it involved highly integrated hotels with a primary emphasis on conventions. The Employer also cited *Holiday Inn City Center*, 332 NLRB No.128 (2000), wherein the Board affirmed the Regional Director's decision to include maintenance engineers in a unit of housekeeping and food and beverage employees. The Regional Director relied in large part on the Board's decision in *Omni International Hotel of Detroit*, supra. In so doing, the Regional Director acknowledged that in the *Omni* decision, the Board had stressed the importance of the local bargaining pattern, and then the Regional Director explained that in the *Holiday Inn City Center* case, there was no local area industry practice of excluding maintenance employees from broader units of hotel employees.

In sum, the record evidence and case law support the conclusion that the maintenance department employees at the Employer's hotel are an appropriate unit, and I so find.

With regard to the alleged supervisory status of the chief engineer, Section 2(11) of the Act defines a supervisor as one who possesses "authority, in the interest of the Employer, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward

or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment." The possession of any one of the indicia specified in Section 2(11) of the Act is sufficient to establish supervisory status, provided that such authority is exercised in the employer's interest, and requires independent judgment in a manner which is more than routine or clerical. *Harborside Healthcare, Inc.*, 330 NLRB No. 191 (2000).

Here, the evidence establishes that the chief engineer possesses and exercises the authority to evaluate employees and to effectively recommend which employees will receive a wage increase. He has the authority to assign work, including the authority to decide which employees will serve as mentors for newly hired employees. The chief engineer also has the authority to approve overtime, time off and vacations. He also is salaried, paid substantially more than other employees in the maintenance department, has his own office and attends meetings of department supervisors. Thus, I find the chief engineer to be a supervisor under Section 2(11) of the Act.

Accordingly, I find the following employees of the Employer constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act and shall direct an election among these employees:

All full-time and regular part-time facility maintenance employees employed by the Employer at its Newark/Fremont, California facility, excluding all office clerical employees, front desk employees, housekeeping employees, food and beverage employees, guards and supervisors as defined in the Act.

There are approximately 8 employees in the voting unit.

DIRECTION OF ELECTION

An election by secret ballot shall be conducted by the undersigned among the employees in the unit found appropriate at the time and place set forth in the notice of election to be issued subsequently, subject to the Board's Rules and Regulations.⁶ Eligible to vote are those in the unit who are employed during the payroll period ending immediately preceding the date of this Decision, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. Also eligible are employees engaged in an economic strike that commenced less than 12 months before the election date and who retained their status as such during the eligibility period, and their replacements. Those in the military services of the United States Government may vote if they appear in person at the polls. Ineligible to vote are employees who have quit or been discharged for cause since the designated payroll period, employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date, and employees engaged in an economic strike which commenced more than 12 months before the election date and who have been permanently replaced. Those eligible to vote shall vote whether or not they desire to be represented for collective bargaining purposes by INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL 39.

LIST OF VOTERS

In order to ensure that all eligible voters may have the opportunity to be informed of the issues in the exercise of their statutory right to vote, all parties to the election should have access

⁶ Please read the attached notice requiring that election notices be posted at least three (3) days prior to the election.

to a list of voters and their addresses which may be used to communicate with them. Excelsior Underwear, Inc., 156 NLRB 1236 (1966); NLRB v. Wyman-Gordon Company, 394 U.S. 759 (1969); North Macon Health Care Facility, 315 NLRB 359, 361, fn. 17 (1994). Accordingly, it is hereby directed that within seven (7) days of the date of this Decision, two (2) copies of an election eligibility list containing the full names and addresses of all the eligible voters shall be filed by the Employer with the undersigned, who shall make the list available to all parties to the election. In order to be timely filed, such list must be received in the NLRB Region 32 Regional Office, 1301 Clay Street, Suite 300 N, Oakland, California 94612-5211, on or before March 7, 2001. No extension of time to file this list shall be granted except in extraordinary circumstances, nor shall the filing of a request for review operate to stay the requirement here imposed.

RIGHT TO REQUEST REVIEW

Under the provision of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1099 14th Street, N.W., Washington, DC 20570. This request must be received by the Board in Washington by March 14, 2001.

Dated at Oakland, California this 28th day of February, 2001.

Bruce L. Friend
Acting Regional Director
National Labor Relations Board
Region 32
1301 Clay Street, Suite 300N
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32-1217

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